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	DECIDED ON	:	23/04/2026
	DURATION	:	Y. M. D.
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**IN THE COURT OF JOINT CIVIL JUDGE JUNIOR DIVISION,
JAYSINGPUR, TAL.- SHIROL, DIST.-KOLHAPUR.**

(Presided over by A. T. Mangire)

**Regular Civil Suit No.194 of 2024.
Exhibit No.21/A.**

BANK OF BARODA, A body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head Office at Mandvi, Baroda State of Gujarat and one of its Branch among others knows as "Udgaon Branch", at Udgaon, Tal.Shirol, Dist.Kolhapur. Through its duly Constituted Power of Attorney

Mr. Kumareshan S/o. Palaniswamy,

Age-51 years, Occupation-Service in Bank of Baroda as a Chief Manager of Udgaon Branch, Tal.-Shirol, Dist.-Kolhapur

.... Plaintiff

V/s.

Mr. Satish Shamrao Bhokare,

Age-52 years, Occupation-Service,
R/o.Plot No.07, Arihant Nivas, Shivshakti Colony,
Jaysingpur, Tal.-Shirol, Dist.-Kolhapur

.... Defendant

Appearance :- Ld.Adv. for plaintiff -- Shri. S. M. Terwadkar
Shri. A. B. Parit
Ld.Adv. for Defendant -- Ex-parte

J U D G M E N T

(Delivered on 23/04/2026)

This is a suit for recovery of ₹4,66,783.61/- with interest.

Brief facts of the case are as follows :-

02. The plaintiff is A body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head Office at Mandvi, Baroda State of Gujarat and one of its Branch among others knows as “Udgaon Branch”, at Udgaon, Tal.Shirol, Dist.Kolhapur and is signed and verified by Mr.Kumareshan S/o. Palaniswamy as Power of Attorney Holder for Plaintiff Branch.

03. The defendant approached plaintiff bank for getting personal loan in tune of ₹ 5,00,000/- (Rupees Five Lakh Only). Defendant is the borrower and principal debtor. Suit transaction took place at Udgaon which is within the Jurisdiction limits of this Hon’ble Court. At the request of defendant, plaintiff bank agreed to grant personal Loan of ₹ 5,00,000/- (Rupees Five Lakh Only). Accordingly, plaintiff bank was sanctioned and disbursed grant personal Loan of ₹ 5,00,000/- (Rupees Five Lakh Only) as per the request of the defendant. Defendant was liable to repay as per the security documents alongwith interest @ 13.85 % p.a. for personal loan. To secure the due repayment of the said loan with all interests, costs, charges and expenses, defendant has signed and executed in favour of and delivered to the plaintiff bank following documents -

Documents for Personal Loan -

- A) Letter of Sanction to the Borrower dated 18/08/2021.
- B) Demand Promissory Note for ₹ 5,00,000/- dated 18/08/2021.
- C) Letter of Instalment with acceleration clause dated 18/08/2021.
- D) Declarations cum Undertakings cum Authority dated 18/08/2021.

04. In consideration of plaintiff having at their request agreed to grant to defendant the said personal loan of ₹ 5,00,000/- (Rupees Five Lakh Only). Whereby plaintiff inter alia guaranteed jointly and severally the due payment of plaintiff bank of all advances and liabilities with interest @ 13.85 % for personal loan or such other rate as may be applicable from time to time and all costs, charge and expenses. Defendant has signed, executed and delivered to plaintiff bank various security documents. Defendant has also agreed that he would be liable to repay as per the terms of security documents with interests, costs, charges, expenses and outstanding dues.

Particular of Claim -

Particular claims that following amount is due and payable to the plaintiff bank by defendant in loan account.

1) Personal Loan	₹ 4,63,783.61
Amount as per Statement of account with interest Up to 05/08/2024	

2) Typing, Xerox, etc miscellaneous charge	₹ 3,000.00
Total Rs.	₹ 4,66,783.61/-

05. Plaintiff bank, therefore claims an amount of ₹ 4,66,783.61/- (Rupees Four Lakh sixty six Thousand Seven Hundred Eighty Three and Paise Sixty One only) with further interest from 06/08/2024 at agreed rate till the actual realisation of entire dues and costs, expenses, charges, advocate fees, court fee stamps and other expenses after filling of this suit. Defendant did not pay the installments due inspite of request from plaintiff bank. At last, plaintiff bank issued legal notice dated 09/08/2024 for ₹ 4,63,783.61/- plus interest from 05/08/2024 for personal loan + notice charges ₹ 1,500/- through advocate recalling entire outstanding dues together with interest, costs, charges and expenses, but defendant did not pay and hence, plaintiff bank was constrained to file this suit for recovery. The plaintiff says that, in the event which have happened, it is entitled to demand repayment from the defendant of the amounts due to it as aforesaid and to enforce its rights under the aforesaid documents. Plaintiff bank has maintained an account in its register/ledger regarding all transactions in respect of personal loan. An extract of the page of the said register / ledger is enclosed with this plaint and is a part and parcel of the plaint. Therefore, the statement of account annexed with this plaint is certified as per the Banker's Book Evidence Act and is a true copy of the original. For the purposes of Court Fee and Jurisdiction, the plaintiff values its claim in the suit at ₹ 4,66,783.61/- and has paid court fees thereon. The said documents mentioned above were

executed in favour of and delivered to the plaintiff bank at Udgaon within the territorial and pecuniary jurisdictional limits of this Hon'ble Court. The various amounts mentioned in the said personal loan were lent and advanced at Udgaon and are repayable at Udgaon. The whole of the cause of action has, therefore, arisen at Udgaon within the Jurisdiction of this Hon'ble Court. The plaintiff bank, therefore, submits that this Hon'ble Court has Jurisdiction to entertain, try and dispose of this suit. Cause of action has arisen on 18/08/2021 when security documents have been executed and also on 09/08/2024 when legal notice was issued and sent. Plaint is signed and verified by Mr.Kumareshan S/o. Palaniswamy who is the constituted Power of Attorney and is authorised to sign this Plaint and Verification. Hence plaintiff prayed for decree the suit accordingly.

06. After service of suit summons vide Exh.5 defendant is not appeared in the present suit, hence the suit proceeded ex-parte against the defendant. Accordingly the order passed below Exh.1 dated 04/03/2025.

07. Plaintiff filed affidavit of examination-in-chief of authorized person Mr. Prashant Krishna Mane (PW.1) at Exh.9. The plaintiff relied on following documents -

Sr. No.	Nature of document	Exhibit No.
1.	Legal demand notice	13
2.	Statement of loan account	14
3.	Certificate	15
4.	Letter of Sanction to the borrower	16

5.	D. P Note	17
6.	Letter of installment with acceleration clause	18
7.	Declaration cum undertaking cum authority	19

Plaintiff closed evidence vide pursis Exh.20.

08. On perusal of suit, documents alongwith it, evidence on record and hearing on the part of plaintiff following points arise for my determination upon which I have recorded my findings with reasons thereon as under -

NO	POINTS	FINDINGS
1	Does the plaintiff prove that the defendant is due an amount of ₹ 4,66,783.61/- to the plaintiff bank towards the supply of personal loan to the defendant ?	...Affirmative
2	Is the plaintiff entitled to recover the amount of ₹ 4,66,783.61/- as prayed from defendant ?	...Affirmative
3	Is the plaintiff entitled to interest as prayed ?	...Affirmative
4	What order and decree ?	As per final order.

REASONS

As to point Nos.1 and 2 :-

09. The points numbers 1 and 2 are interlinked with each other. Therefore, they are taken together for discussion to avoid the repetition of facts. In order to prove the suit claim, the plaintiff has examined one witness. The plaintiff examined Mr. Prashant Krishna

Mane as P.W.1 (Exh.9). The Ld. Advocate for the plaintiff relied on *Central Bank of India Vs Tarseema Compress Wood Manufacturing Company and others (1996) 12 BOM CK 0017 In the Hon'ble Bombay High Court* in which it is held that,

7. “No power of attorney or authorisation is necessary for any witness to give evidence in Court. It may be for filing the plaint, or signing the plaint or signing a written statement an authority may be necessary, but to give evidence on oath, anybody, who is acquainted with the facts can give evidence.” Hence Prashant P.W.1 (Exh.9) has the power to give the evidence on oath in respect of the fact contained in the plaint as being the employee of the plaintiff bank.

10. The Prashant P.W.1 (Exh.9) deposed that, the defendant is the borrower and principle debtor. Suit transaction took place at Udgoan which is within the jurisdiction limits of this Hon'ble Court. At the request of defendant, plaintiff bank agreed to grant personal loan of ₹ 5,00,000/- (Rupees Five Lakh only). In support of his oral evidence, he has relied upon the document such as Letter of Sanction to the borrower (vide Exh.16), D.P. note (vide Exh.17). On perusal of same it reveals that the defendant is the borrower of the said loan. The Prashant P.W.1 (Exh.9) further deposed that, the loan was given @ 13.85 % p.a. In support of his oral evidence he has relied upon the documents such as Letter of Sanction to the borrower (vide Exh.16), D.P. note (vide Exh.17). On perusal of same it supports the submission of the affiant.

11. The Prashant P.W.1 (Exh.9) further deposed that, defendant did not pay the installments due inspite of request from plaintiff bank, at last, plaintiff bank issued legal notice dated 09/08/2024 for ₹ 4,63,783.61/- plus interest from 05/08/2024 for personal loan + notice charges ₹ 1,500/- through advocate recalling entire outstanding dues together with interest, costs, charges and expenses but defendant did not pay and hence plaintiff bank was constrained to file this suit for recovery. In support of his oral evidence he has relied upon the demand notice (Vide Exh.13). On perusal of same it supports the submission of the affiant.

12. The Prashant P.W.1 (Exh.9) further deposed that, there is due and payable by the defendant to the plaintiff bank ₹ 4,66,783.61/- towards personal loan account. The interest at the present rate of 13.85 % p.a. In support of his submission he filed and proved statement of loan account (vide Exh.14). On perusal of same it supports the case of affiant. On perusing all the documents filed and proved by the plaintiff bank it reveals that defendant is due an amount of ₹ 4,66,783.61/- to the plaintiff. Hence, the plaintiff is entitled to recover it. Hence, I answer point Nos. 1 and 2 in affirmative.

As to Point No.3 -

13. The plaintiff has asked the interest rate of 13.85 % p.a. from 06/08/2024 until actual repayment and for realization and all costs, charges and expenses that may be incurred from the date of filing of this suit until the entire repayment and for realization and all costs of the suit. Therefore, it is necessary to determine whether the

plaintiff is entitled for interest and all costs as prayed for ?

14. The transaction between the plaintiff and defendant is commercial transaction within the meaning of Section 34 of the Code of Civil Procedure, 1908. The defendant has not raised objection in respect of interest rate.

15. On perusal of statement of loan account (vide Exh.14), declaration cum undertaking cum authority (vide Exh.19) the submission on the behalf of the plaintiff bank in regard to the interest rate and all costs are agreed by the defendant. Thus plaintiff is entitled for the same. Hence plaintiff is entitled the amount of ₹ 4,66,783.61/- along with the interest rate of 13.85% p.a. from 06/08/2024 until actual repayment and for realization and all costs, charges and expenses that may be incurred from the date of filing of this suit until the entire repayment and for realization and all costs of the suit. Hence, I answer point No.3 in the affirmative.

As to point No.4 -

16. The plaintiff has proved that, the plaintiff bank is entitled the relief as prayed for. It is settled law that, in the Civil proceeding plaintiff needs to prove his case by way of preponderance of the probability. The preponderance of the probability lies in the favour of the plaintiff. The defendant has unnecessarily dragged the plaintiff into the litigation. Therefore, the plaintiff is entitled for the costs of the suit. Considering the prayer of attachment of the property needs to be concluded at the time of execution proceeding. Therefore, for

the reasons stated above, in answer to point No.4, I proceed to pass following order -

ORDER

- 1) The suit is partly decreed with costs as follows :
- 2) The defendant do pay the amount of ₹ 4,66,783.61/- along with the interest rate of 13.85 % p.a. from 06/08/2024 until actual payment by defendant and all costs, charges, expenses that may be incurred at the time of filling of suit and subsequently, till the recovery is made.
- 3) The prayer which is not granted be taken as rejected.
- 4) Decree shall be drawn up accordingly.

Date :23/04/2026

(A. T. Mangire)
Jt. Civil Judge Jr. Division, Jaysingpur,
Tal.Shirol. Dist.Kolhapur

I affirm that the contents of this P.D.F. file Judgment/Order are same, word to word, as per the original Judgment/Order.

Name of the Stenographer	Sou. P. S. Musale
Name of Court	Jt.C.J.J.D.& J.M.F.C., Jaysingpur.
Date of Dictation.	23/04/2026.
Judgment/order signed by the PO on	23/04/2026.
Judgment/order uploaded on	23/04/2026.